

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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TOWN OF GREENBURGH,

07 CV 6966 (WCC)

Plaintiff,

- against -

RULE 26 DISCLOSURES

SPECTRASERV, INC. and LIBERTY MUTUAL
INSURANCE COMPANY,

Defendants.
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Plaintiff, Town of Greenburgh ("Greenburgh"), by its attorneys, Mazur,
Carp & Rubin, P.C., as and for its initial disclosures pursuant to Fed. R. Civ. P. 26(a) (1),
states as follows:

A. The name and, if known, the address and telephone number of each
individual likely to have discoverable information that the disclosing party may use to
support its claims or defenses, unless solely for impeachment:

Cole Consulting Corp.
Elmsford Executive Park – Bldg. 5
2269 Saw Mill River Road
Elmsford, NY 10523
Attn: Thomas D. Reynolds, P.E.
(914) 345-6000

Consulting Civil Engineer
19 Chestnut Avenue
Irvington, NJ 07111
Attn: Tony C. Onyeagoro, P.E.
(973) 416-1263

The Euclid Chemical Company

5 Joanna Court
E. Brunswick, NJ 08816
Attn: Bruce Schnugg
(732) 390-9770

Action Redi-Mix Corp.
P.O. Box 1009
Yonkers, NY 10704
Attn: Richard Vetter
(914) 663-6000

Dolph Rotfeld Engineering, P.C.
200 White Plains Road
Tarrytown, NY 10591
Attn: Dolph Rotfeld, P.E.
Kenneth Kakos
(914) 631-8600

Village of Elmsford
15 South Stone Avenue
Elmsford, NY 10523
Attn: Antonio Capicotto, P.E.
(914) 345-1553

Village of Tarrytown
21 Wildey Street
Tarrytown, NY 10591
Attn: Michael J. McGarvey, P.E.
(914) 631-0355

Town of Greenburgh
177 Hillside Avenue
Greenburgh, NY 10607

Albert S. Regula
(914) 993-1644
Angelo Nanna
(914) 993-1574
Randy Cairns
(914) 993-1592
Kenneth Cioce, P.E.
(914) 993-1583

M.G. McClaren, P.C.
Consulting Engineers
100 Snake Hill Road
West Nyack, NY 10994
Attn: Richard Mahoney, P.E.
Malcom McClaren, P.E.
(914) 353-6400

Bernard Grossfield Engineering
317 Elwood Avenue
Hawthorne, NY 10532
Attn: Bernard Grossfield, P.E.
(914) 747-4145

Fairway Testing
P.O. Box 578
Stony Point, NY 10980
(845) 942-2088

B. Documents in the possession, custody or control of Greenburgh which may be used to support its claims and defenses sorted by category:

- a. Plans and Specifications
- b. Inspection Reports
- c. Construction Photos
- d. Construction Video
- e. Construction Contracts
- f. Design Contracts
- g. Payment Vouchers

C. Computation of Damages: Plaintiff claims the cost of removing and replacing the defective contact tank. The total cost for which, including direct and indirect costs have not yet been finalized but is believed to exceed \$500,000. These damages are approximated as follows: excavation (\$25,000), construction of the slab and walls (\$400,000), installation of manholes (\$7,000), installation of air release


valves and enclosures (\$6,000), installation of drain and valve pit (\$8,000), interior and exterior coating (\$46,000) and ceiling coating (\$46,000); together with the Town's costs to be incurred by the Town for its general conditions and overhead. In the alternative, Plaintiff is researching other potential remedial measures, the costs for which have not yet been ascertained.

D. Any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of the judgment which may be entered in the action or to indemnify or reimburse for payments made to satisfy the judgment: None.

Dated: New York, New York
December 11, 2007

MAZUR, CARP & RUBIN, P.C.

By



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973-325-1500